

From: [Cheryl Scott](#)
To: [Tim Darsley](#)
Cc: [Batchelor, Emma A](#)
Subject: RE: Application for a full variation : Woolley Grange [WH-WH.FID3452759]
Date: 14 May 2021 11:58:07
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[LNR Exemption.pdf](#)
[Woolley Grange - PremL Excerpt.pdf](#)

Good morning Mr Darsley

Thank you for your email and attachment.

With regard to the validity of the application to vary, I am attaching an excerpt of our client's Premises Licence for your perusal. You will note the excerpt details the permitted licensable activities. You will see certain of those licensable activities are permitted both in and outdoors. The outdoor activities are permitted anywhere within our client's boundaries, not just the Hotel area. The current Licence permits customers to buy food and drink within the hotel, to be consumed anywhere within the grounds and perimeter of the entire Woolley Grange site. Plans are held with the Council which show the boundaries.

With regard to the pool area, at present, customers around the pool area must walk into the hotel to obtain food and drinks. Under the Licensing Act Regulations, to enable waiter/waitress service to be provided, the area must be shown on the plan as being within the licensed area. The only change here is that customers may be waited upon around the pool area.

Similarly with the Restaurant/Bar on the glamping field, the area must be shown on the plan as being included within the licensed area, under the Licensing Act Regulations to permit alcohol sales.

With regard to the statement you feel are not consistent, my meaning was simply that the Restaurant/Bar and glamping field would, if the Licence was granted, be carrying on the same business as the Hotel i.e. accommodation and sales of food and drink.

My sincere apologies with regard to the time limits, I was puzzled when I read your comments that the licensable activities outside would cease at 23:00 were not stated within the application. Having checked and double checked the application, I am unable to find that comment either! I confirm, however, that it is indeed the case that the licensable activities outside will cease at 23:00 and I will contact the Licensing Authority forthwith to amend the application.

The provision of late night refreshment appears to have done the exact opposite of that which was intended, which was to clarify the entitlement of residents and bona fide guests of residents to 24 hour service.

The reason the timings for late night refreshment were left completely blank is for the simple fact that they are not changing. The Premises Licence already permits late night refreshment to members of the public until 01:00.

Late night refreshment is defined as the provision of hot food and drink and becomes a licensable activity between the hours of 23:00 and 05:00. Late night refreshment is for customers, who are **not** residents.

However, again, under the Licensing Act residents and bona fide guests of residents are exempt from the provision of late night refreshment and are entitled to a 24 hour service. I attach a further excerpt from the Licensing Act for your perusal confirming this fact. The inclusion on the application, was intended simply as an exercise to tidy up the Licence and be transparent, but seems to have caused the most issues. Some Local Authorities insist the statement is shown on the Premises Licence, some do not. The fact remains, that residents and their guests throughout England and Wales are and always have been exempt, whether the statement appears on the Licence or not. It is not a

licensable activity and is superfluous to the application.

The Restaurant/Bar has 30 covers which will be primarily used for guests at the Glamping Site and Hotel residents, should they so wish. Members of the public will be required to book a table and numbers will be controlled.

The Glamping Site has provision for 80 covers and will be family focussed. Organised barbeques, paella, curry and pizza evenings for the residents will be controlled and monitored by staff and any member of the public who wish to attend will be required to book and will only be permitted if places are available.

Live and recorded music were removed from the Licensing Act and do not become a licensable activity if they are for less than 500 and between the hours of 08:00-23:00.

When broken down. The only additional licensable activity being applied for, is that the Bar/Restaurant may sell alcohol between the hours of 09:00 and 23:00 and the pool area may have waiter/waitress service, again until 23:00. In all other respects, the Licence remains the same.

The Hotel Manager has been at Woolley Grange Hotel for over 19 years and has always run the site as a friendly, family focussed operation. The style and focus of the operation will not change. The glamping site is to be run in the same manner.

I trust this has alleviated your concerns and you feel able to withdraw your representation.

Kindest regards
Cheryl

Cheryl Scott
Licensing Assistant

ward
hadaway

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From: Tim Darsley [REDACTED]
Sent: 11 May 2021 11:29
To: Cheryl Scott [REDACTED]
Cc: Batchelor, Emma A <EmmaA.Batchelor@wiltshire.gov.uk>
Subject: Re: Application for a full variation : Woolley Grange [WH-WH.FID3452759]

Dear Cheryl,
Thank you for your response to my representation on the variation application. I have put my comments on your response in the attached note. You will see that my concerns on the application remain and that I will not be withdrawing my representation.
Regards,
Tim Darsley

WK202107008 - Variation Application
Woolley Grange Hotel, Bradford on Avon
Tim Darsley – comments on response to my representation

Dear Ms Scott,

Thank you for your response to my representation about the application to vary the licence at Woolley Grange Hotel.

I note the reassurances that you give but have considerable difficulty in matching these up to the details proposed in the variation application.

Validity of the application to vary

You say that the test for validity is whether the nature of the premises is changing. You maintain that the nature of the premises is not changing. The application states that the purpose of the variation is to include the glamping field and the outdoor pool within the licensed area. In other words, the field and the pool are not currently included in the licensed area.

The existing licence defines the premises only in terms of a postal address, ie Woolley Grange Hotel. There is no plan defining the extent of the premises. The activities of the premises are listed only in terms of the Hotel building and the Spa. The nature of the premises is therefore a matter of reasonable interpretation.

With the premises defined only as Woolley Grange Hotel, I believe that a reasonable understanding of this would be the Hotel itself and associated buildings, the adjacent terraces and the pool, and the Spa building. Although under the same ownership, the field to be used for glamping is separated from the Hotel by hedges and other boundaries and is not well related to it. The outdoor pool is not in the glamping field. I do not believe that the field can be reasonably regarded as within premises that are defined as “the Woolley Grange Hotel”.

The addition of the glamping field will broadly double the area to which the licence applies. It will also introduce licensable services for a fundamentally different activity, namely camping and outdoor recreation. For these reasons I continue to believe that the premises to which the existing licence relates has been substantially varied and that a new or separate application should be made.

Notwithstanding this interpretation, a separate licence would enable clarity to be brought to what is acceptable and permitted in the two very different environments of a hotel building and a rather separate field.

What is permitted under the existing licence

You say that “the current licence provides for alcohol to be purchased for consumption both on and off the premises” and that “food and alcohol may be purchased within the Hotel and also from the restaurant/bar on the field”.

You also say that “the restaurant/bar may provide food and non- alcoholic drinks without varying the Premises Licence” and that “the sale of alcohol from the restaurant/bar on the glamping site is the only licensable activity being requested”.

These statements are not consistent. I am assuming that, since a variation is being applied for, the second is correct.

Time limits for licensable activities

You say that “the application confirms that all licensable activities outside will cease by 23:00”. I cannot see this confirmed anywhere in the application.

On the contrary, the application states that:

- Late night refreshment is available 24 hours to residents and bona fide guests.
- The provision of late night refreshment will take place both indoors and outdoors.
- The existing schedule to supply alcohol will not be subject to change.
- Late night refreshment 24 hours every day should be included.

I find it surprising and concerning that the schedules for the timings for late night refreshment and the premises being open to the public have been left completely blank.

It seems clear therefore that the licence application permits the serving and consumption of food and alcohol at the restaurant and bar on the glamping field over 24 hours, on every day of the week.

Bar and restaurant open to members of the public

The application states that residents and guests of residents should enjoy late night refreshment 24 hours every day. It also states that the restaurant/bar facility will be available to any member of the public.

In a meeting with the Chair of the Friends of Woolley on, I believe, 30 April, the Manager of the Hotel stated that there would be barbeques for the glampers every other night, interspersed with paella, curry and pizza. Members of the public would be able to book a table for this offer. Acoustic music would possibly be provided.

The application will therefore permit outdoor parties and celebration events amongst the glampers, based on food and alcohol being provided in the field. With curry nights and live music offered to unlimited members of the public, the facility could potentially operate as a new pub and restaurant in a field on the edge of the town.

Summary

Though welcomed, the reassurances in your response carry no weight in the future operation of the bar/restaurant in the glamping field. What matters are the provisions of the licence applicable to it.

The licence would permit the provision of food and alcohol to residents and members of the public, 24 hours every day, in open surroundings. This would be likely to cause substantial public nuisance and the loss of the quiet residential character of this part of Bradford on Avon.

The licence as varied would not provide anything like adequate safeguards against public nuisance. The inclusion of the glamping operation and the hotel in the same licence is confusing and does not enable the very different activities carried out in each to be addressed.

My concerns about the bar/restaurant remain and therefore I will not be withdrawing my representation from the licensing process.

Tim Darsley
11 May 2021

From: Cheryl Scott
Sent: Tuesday, May 11, 2021 10:26 AM
To: [REDACTED]
Cc: Batchelor, Emma A
Subject: FW: Application for a full variation : Woolley Grange [WH-WH.FID3452759]

Good morning Mr Darsley

Further to my email below, the representation period for the application has now ended. If you do not wish to withdraw your objection, then I confirm a Licensing Hearing will be scheduled before the Licensing Sub-Committee at which time you will be given the opportunity of expressing your concerns regarding the application.

A hearing is time consuming and expensive to all concerned and it would be helpful if you could confirm whether or not, in view of the comments in our email, you would be minded to withdraw your objection.

If there is anything regarding the application or my email you wish to discuss or remain concerned about, please do not hesitate to contact me.

Kindest regards
Cheryl

Cheryl Scott
Licensing Assistant

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hadaway

[REDACTED]
[REDACTED]
[REDACTED]

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From: Cheryl Scott [REDACTED] >
Sent: 07 May 2021 15:57
To: [REDACTED]
Cc: Batchelor, Emma A <EmmaA.Batchelor@wiltshire.gov.uk>
Subject: Application for a full variation : Woolley Grange [WH-WH.FID3452759]

Good afternoon Mr Darsley

Your representation submitted to the Council in respect of the above application has been handed to me for attention, as Solicitors acting on behalf of the Company.

I would respond to your comments as follows:

The application has been correctly validated by the Licensing Authority. The current Licence provides for alcohol to be purchased for consumption both on and off the premises. The test on validating an application is whether the nature of the premises is changing. In our view and also the Licensing Authority's view, the nature of the premises is not changing. Food and alcohol may be purchased within the Hotel and also from the Restaurant/Bar on the field within the Hotel's private boundaries.

Glamping, outdoor recreation and outdoor eating are not licensable activities and the Restaurant/Bar may provide food and non- alcoholic drinks without varying the Premises Licence. The sale of alcohol from the Restaurant/Bar on the Glamping Site is the only licensable activity being requested. Drinking off the Hotel premises is already provided for within the current Licence. The licensable activities are currently permitted to take place outside between the hours of 09:00 to 01:00 the following day. The application confirms that all licensable activities outside will cease by 23:00.

The licensing objective which you are concerned would be breached by our client is the prevention of public nuisance. I note within your evidence that you have experienced noise disturbance from the Bradford Leigh Hotel, but not from the Woolley Grange Hotel. As mentioned above, our client's current Licence provides for licensable activities to take place indoors and outdoors to 01:00 the next day. However, having given consideration to the neighbourhood and the licensing objectives, all outside activities will cease at 23:00, including the Restaurant/Bar. In addition, our client would not wish the comfort of their Hotel residents to be compromised.

The current licence contained ambiguities which I sought to remove and to ensure clarity and understanding of the Premises Licence. One of the ambiguities was with regard to how customers who were at the outdoor pool were able to order food and alcohol. At present customers are able to order within the Hotel and consume food and alcohol at the pool area. The application merely confirms that rather than wet customers trailing through the Hotel or round to the Restaurant/Bar for food and drink, a waiter/waitress service will be provided and food and drink may be ordered without having to leave the poolside area.

A second ambiguity was that the Licence did not state, as it should have, that residents of the Hotel and their bona fide guests were permitted to be served food and drinks as and when required 24 hours a day. This is permitted on all Hotel Licences. Late Night Refreshment becomes a licensable activity between the hours of 23:00 and 05:00. You may note that all outside activity will cease at 23:00 and as such Late Night Refreshment is not required from the Restaurant/Bar in the field and only within the Hotel itself, for Hotel residents and their guests.

Turning, in order to your suggested actions to address your concerns:

- I confirm that the food and alcohol will be made available from the Glamping Field Restaurant/Bar between the hours of 09:00 and 23:00 Monday to Sunday.
- The "glamping operation" and the provision of food are not licensable activities. The sale of alcohol from the Restaurant/Bar is the only change to the current Licence.
- The provision of the Restaurant/Bar is to facilitate a more convenient way of obtaining food and drink for the glamping site and customers, without additional pressure on the Hotel restaurant.
- The Restaurant Bar is a wooden structure with closing and lockable Perspex doors. The screen tent covering the structure is purely aesthetic .

Finally, our client would add the following for your information and consideration:

- Project is business imperative due to number of months of closure, we need to make the most of this staycation summer
- Discreet location and no noise or light impact on neighbours
- The glamping site is a family experience with babies and all age children staying, so no late nights/noise as children need to be able to sleep. Our experience of families is that they go to bed by about 10.30/11pm as children wake early so not a late night drinking situation. Our guests go for quality not quantity.
- Hotel residents and spa members can use the Café & bar and limited non-residents but only pre booked, so numbers are managed.
- Bar is limited to local suppliers, so using Kettlesmith beer brewed in Bradford-on-Avon, Sout and Sage gin from Trowbridge, Quoins wine from Bradford-on-Avon, local cider.

We hope the above will alleviate your concerns and I should be grateful if you would confirm, following consideration of the above that you are able to withdraw your representation.

If you wish to discuss further, please do not hesitate to contact me.

Kindest regards
Cheryl

Cheryl Scott
Licensing Assistant

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